

(ii) As soon as reasonably practicable, but not later than January 17, 2003, K-1 USA shall review with the staff of the SEC which administers PUHCA the proposed ownership, control and governance of the k1 Designee and any other facts relevant to PUHCA compliance by the k1 Designee and its "affiliates" (within the meaning of such term in PUHCA) and seek the verbal concurrence or non-objection of such SEC staff that, based on the information presented to such SEC staff, (x) no approval from the SEC is required for Buyer and its "affiliates" (within the meaning of such term under PUHCA) to consummate the transactions contemplated in this Agreement and (y) that either the PUHCA "holding company" provisions are inapplicable, or one or more exemptions under PUHCA are available, to the k1 Designee and such "affiliates" of the k1 Designee (the "PUHCA Staff Concurrence"). If the PUHCA Staff Concurrence is not obtained at the time of such SEC review, then K-1 USA promptly (and in event within ten (10) Business Days after the date of such SEC review) will reformulate the proposed arrangements regarding the k1 Designee to satisfy the concerns expressed by such SEC staff (and taking into account any guidance provided by such SEC staff or by Seller's special PUHCA counsel) and review with such SEC staff such reformulation in another attempt to receive the PUHCA Staff Concurrence. K-1 USA agrees not to participate, or to permit its Affiliates or representatives to participate, in any substantive meeting or discussion, either in person or by telephone, with such SEC staff in connection with the PUHCA Staff Concurrence unless it consults with Seller in advance and, to the extent not prohibited by such SEC staff, gives Seller the opportunity to attend and participate with counsel. The k1 Designee shall be owned, controlled and governed in a manner consistent with the information presented to such SEC staff on which the PUHCA Staff Concurrence was based.

(iii) As soon as reasonably practicable after the date on which the PUHCA Staff Concurrence is obtained, the organizational documents of the k1 Designee, including its operating agreement, will be amended to the extent necessary or desirable to be consistent with the information forming the basis for obtaining the PUHCA Staff Concurrence and pursuant to documentation reasonably acceptable to Seller and its counsel.

(iv) Buyer agrees that the k1 Designee shall be owned, controlled and governed such that the k1 Designee and its "affiliates" (within the meaning of such term under PUHCA), either singly or collectively, either will not be deemed a "holding company" under PUHCA or will be entitled to one or more exemptions from the registration requirements of PUHCA. Accordingly, none of such "affiliates" of the k1 Designee shall own five percent (5%) or more, directly or indirectly, of the outstanding voting securities of any other "public utility company" (within the meaning of such term under PUHCA).

(v) K-1 USA presently intends that the Persons identified in the letter from Buyer's counsel to (b) (6) dated October 25, 2002, will own and/or hold the voting interests, beneficial ownership interests and governing interests or other positive or negative control rights described in such letter. K-1 USA may make such changes to such proposed k1 Designee structure as may be necessary or desirable to obtain or to facilitate the obtaining of the PUHCA Staff Concurrence and the approval of the HPUC and such other changes as are not prohibited by the next succeeding sentence. K-1 USA may not change such proposed k1 Designee structure in any way that Seller reasonably concludes is reasonably likely

Party as shall be specified by like notice; provided; however, that notices of a change of address shall be effective only upon receipt thereof):

(a) If to Seller, to:

Citizens Communications Company
High Ridge Park
Stamford, CT 06905

Attention: (b)(6)

Telephone: Non-Responsive

Telecopier:

with a copy to:

Citizens Communications Company
High Ridge Park
Stamford, CT 06905

Attention: (b)(6)

Telephone: Non-Responsive

Telecopier:

and:

Fleischman and Walsh, L.L.P.
1400 Sixteenth Street, N.W.
Washington, D.C. 20036

Attention: (b)(6)

Telephone: Non-Responsive

Telecopier:

(b) if to Buyer, to:

c/o K-1 USA Ventures, Inc.
2601 Bayshore Drive
Suite 1775
Coconut Grove, FL 33133

Attention: (b)(6)

Telephone: Non-Responsive

Telecopier:

with a copy to:

K-1 USA Ventures, Inc.
1880 Century Park East
Suite 213
Los Angeles, CA 90067

Attention: (b)(6)
Telephone: Non-Responsive
Telecopier: (b)(6)

and:

Jones Walker Waechter Poitevent Carrere & Denegre
201 St. Charles Avenue
New Orleans, LA 70170

Attention: (b)(6)
Telephone: Non-Responsive
Telecopier: (b)(6)

10.5 Assignment. This Agreement and all of the provisions hereof shall be binding upon and inure to the benefit of the Parties hereto and their respective successors and permitted assigns, but, except to the extent permitted by this Section 10.5, neither this Agreement nor any of the rights, interests or obligations hereunder shall be assigned by any Party hereto, including by operation of law, without the prior written consent of each other Party, nor is this Agreement intended to confer upon any other Person except the Parties hereto any rights, interests, obligations or remedies hereunder; provided, however, in the event of any such assignment by a Party by operation of law without the consent of the other Party, this Agreement and all the provisions hereof shall be binding upon the Person receiving such assignment by operation of law. Notwithstanding the foregoing, (i) K-1 USA shall assign this Agreement to the k1 Designee in accordance with Section 6.8(f), and such assignment shall have the legal effect provided in Section 6.8(f), and (ii) Buyer may make a security assignment to any lender providing financing in respect of Buyer's acquisition of the Assets.

10.6 Governing Law. This Agreement shall be governed by and construed in accordance with the law of the State of Hawaii (without giving effect to conflict of law principles) as to all matters, including but not limited to matters of validity, construction, effect, performance and remedies (except to such matters of real estate law that must be governed by the law of the State of Hawaii). THE PARTIES HERETO AGREE THAT VENUE IN ANY AND ALL ACTIONS AND PROCEEDINGS RELATED TO THE SUBJECT MATTER OF THIS AGREEMENT SHALL BE IN THE STATE AND FEDERAL COURTS IN AND FOR HONOLULU, HAWAII, WHICH COURTS SHALL HAVE EXCLUSIVE JURISDICTION FOR SUCH PURPOSE, AND THE PARTIES HERETO IRREVOCABLY SUBMIT TO THE EXCLUSIVE JURISDICTION OF SUCH COURTS AND IRREVOCABLY WAIVE THE DEFENSE OF AN INCONVENIENT FORUM TO THE MAINTENANCE OF ANY SUCH ACTION OR PROCEEDING. SERVICE OF PROCESS MAY BE MADE IN ANY MANNER RECOGNIZED BY SUCH COURTS. EACH OF THE PARTIES HERETO IRREVOCABLY WAIVES ITS RIGHT TO A JURY TRIAL WITH RESPECT TO ANY ACTION OR CLAIM

IN WITNESS WHEREOF, Buyer and Seller have caused this Agreement to be signed by their respective duly authorized officers as of the date first above written.

K-1 USA VENTURES, INC.

(b)(6)

By: 

Name:

Title: Chief Operating Officer

CITIZENS COMMUNICATIONS COMPANY

By: _____

Name:

Title:

151162_9

IN WITNESS WHEREOF, Buyer and Seller have caused this Agreement to be signed by their respective duly authorized officers as of the date first above written.

K-1 USA VENTURES, INC.

By: _____
Name:
Title:

CITIZENS COMMUNICATIONS COMPANY

(b)(6)

By: _____
Name:
Title:

*Vice President Corporate
Development*

151162_9

SCHEDULE 2.2

EXCLUDED ASSETS

1. R/3 Software End-User Value License Agreement, dated February 28, 1997, by and between SAP America, Inc. and Citizens Communications Company, together with the licenses for SAP GUI clients that are installed on desktop machines.
2. National Account Services Mater Services Agreement, dated September 20, 2001, by and between Citizens Communications Company and ADP, Inc., as amended by Addendum, dated September 20, 2001.
3. Netscape, Novell, and other network, Internet and email software packages and related licenses owned by Citizens Communications Company.
4. Agreement between BHP Hawaii, Inc. and Citizens Communications Company for Remediation of Former Gasco Facility, dated May, 2001; Guaranteed Remediation Program Agreement between ARCADIS G&M, Inc., Citizens Communications Company and BHP Hawaii, Inc., dated as of May 29, 2001; and Settlement Agreement and Release among the parties involved in the Proceeding entitled Castle & Cooke Properties, Inc. v. BHP Hawaii, et al.
5. Stock Sale Agreement by and between BHP Hawaii Inc. and Citizens Communications Company dated as of January 9, 1997, as amended, and related performance guarantee letter from BHP Limited (f/k/a The Broken Hill Proprietary Company Limited), dated January 8, 1997.
6. Retention Letter Agreement, dated October 25, 1999, between Citizens Communications Company and (b)(6) as clarified by Letter, dated December 15, 2001.
7. Employment Letter Agreement, dated October 23, 1997, between Citizens Communications Company and (b)(6) as amended by Letter Agreement, dated January 5, 1999.

SCHEDULE 2.3(i)

ASSUMED ACTIONS AND PROCEEDINGS

1. The Gas Company v. Gambone, Action for summary possession of premises from holdover lessee.
2. Arbitration (b)(6) (Customer Service); Grievance filed 2/12/01.
3. Arbitration Customer Service & LPGS&D, Use of GPS; Grievance filed 2/7/01.
4. Arbitration (b)(6) (Customer Service); Grievance filed 6/20/01.
5. Arbitration (b)(6) (All Affected Employees), Bulletin Board; Grievance filed 4/15/02.
6. Arbitration (b)(6) Customer Relations); Grievance filed 7/17/02.
7. Arbitration (b)(6) (Hilo), Grievance filed 7/16/02.
8. Docket No. 7287. In the Matter of Public Utilities Commission Instituting a Proceeding to Examine the Gross-up of Contributions-in-Aid-of-Construction and Customer Advances to Include Federal Income Taxes.
9. Docket No. 96-0265. In the Matter of the Application of Citizens Communications Company, Inc. d/b/a The Gas Company Regarding Integrated Resource Planning.
10. Docket No. 97-0349. In the Matter of the Application of Hawaii Electric Light Company Regarding Integrated Resource Planning.
11. Docket No. 01-0438. In the Matter of the Application of Citizens Communications Company, dba The Gas Company, For the Approval to expend in excess of \$500,000 for plant replacement and modernization (SNG Plant Control System Upgrade).
12. Docket No. 00-0444. In the Matter of the Application of Citizens Communications Company, dba The Gas Company, For Approval to Expend in Excess of \$500,000 for Plant Replacement and Modernization (Kamakee Street Property).
13. The Proceeding listed as Item I.F. in Schedule 4.14 (Seller Tax Matters).

SCHEDULE 4.12

LEGAL PROCEEDINGS INVOLVING SELLER

I. Proceedings

1. The Gas Company v. (b)(6) Action for summary possession of premises from holdover lessee.
2. Arbitration (b)(6) (Customer Service); Grievance filed 2/12/01.
3. Arbitration Customer Service & LPGS&D, Use of GPS; Grievance filed 2/7/01.
4. Arbitration (b)(6) (Customer Service); Grievance filed 6/20/01.
5. Arbitration (b)(6) (All Affected Employees), Bulletin Board; Grievance filed 4/15/02.
6. Arbitration (b)(6) (Customer Relations); Grievance filed 7/17/02.
7. Arbitration (b)(6) (Hilo), Grievance filed 7/16/02.
8. Civil No. 01-1-3239-11, (b)(6) v. Gasco Inc. et. al; Served with complaint 04/24/02 (Auto accident).
9. Docket No. 7287. In the Matter of Public Utilities Commission Instituting a Proceeding to Examine the Gross-up of Contributions-in-Aid-of-Construction and Customer Advances to Include Federal Income Taxes
10. Docket No. 96-0265. In the Matter of the Application of Citizens Communications Company, Inc. d/b/a The Gas Company Regarding Integrated Resource Planning
11. Docket No. 97-0349. In the Matter of the Application of Hawaii Electric Light Company Regarding Integrated Resource Planning
12. Docket No. 01-0438. In the Matter of the Application of Citizens Communications Company, dba The Gas Company, For the Approval to expend in excess of \$500,000 for plant replacement and modernization (SNG Plant Control System Upgrade).
13. Docket No. 00-0444. In the Matter of the Application of Citizens Communications Company, dba The Gas Company, For Approval to Expend in Excess of \$500,000 for Plant Replacement and Modernization (Kamakee Street Property)

SCHEDULE 6.12(d)(iii)(G)

RETIREES

GRANDFATHERED ACTIVE EMPLOYEES

BIRTHDATE	AGE	HIRE DATE	YEARS SERVICE
8/22/1947	55	3/2/1987	15
9/29/1942	60	9/1/1982	20
9/26/1947	55	6/1/1981	21
3/1/1943	59	11/30/1981	21
7/1/1943	59	1/22/1973	29
12/29/1940	61	2/12/1973	29
5/31/1947	55	6/8/1972	30
11/26/1947	55	11/6/1972	30
3/22/1945	57	7/24/1972	30
12/10/1946	56	9/1/1971	31
11/18/1945	57	6/16/1971	31
11/11/1945	57	1/21/1971	31
11/6/1938	64	8/10/1971	31
6/19/1943	59	8/10/1970	32
3/18/1947	55	7/21/1969	33
1/11/1941	61	1/20/1964	38

CURRENT RETIREES (AS OF DECEMBER 12, 2002)

(b)(6)



that the Chancery Courts of the State of Delaware shall have exclusive jurisdiction and venue in any such matters and waive any claims or objections that they may have that such the Chancery Courts does not have jurisdiction or that the venue is inconvenient.

Very truly yours,

k1 Ventures Limited

(b)(6)

By:

Name (b)(6)

Title: Chief Operating Officer

Agreed to and Accepted effective as of
the 19th day of December, 2002:

Citizens Communication Company

By: _____

Name:

Title:

that the Chancery Courts of the State of Delaware shall have exclusive jurisdiction and venue in any such matters and waive any claims or objections that they may have that such the Chancery Courts does not have jurisdiction or that the venue is inconvenient.

Very truly yours,

k1 Ventures Limited

By: _____
Name:
Title:

Agreed to and Accepted effective as of
the 19th day of December, 2002:

Citizens Communication Company

(b)(6)

By: _____

Name: Jerry Elliott
Title: Chief Financial Officer

(b) Notices. Any notice, request, instruction or other document to be given hereunder by any party to the others shall be in writing and shall be deemed to have been duly given on the next business day after the same is sent, if delivered personally or sent by telecopy or overnight delivery, or five calendar days after the same is sent, if sent by registered or certified airmail, return receipt requested, postage prepaid, as set forth below, or to such other persons or addresses as may be designated in writing in accordance with the terms hereof by the party to receive such notice.

If to Citizens, to:

Citizens Communications Company
High Ridge Park
Stamford, CT 06905
Facsimile Non-Responsive
Attn: (b)(6)

with a required copy to:

Citizens Communications Company
High Ridge Park
Stamford, CT 06905
Facsimile Non-Responsive
Attn: (b)(6)

and

Fleischman and Walsh, L.L.P.
1400 Sixteenth Street, N.W.
Washington, D.C. 20036
Facsimile No.: Non-Responsive
Attn: (b)(6)

If to a Shareholder, to:

Such Shareholder at the address or facsimile number
set forth for such Shareholder on Exhibit A attached hereto.

(c) Governing Law; Venue; Consent to Jurisdiction. This Voting Agreement is governed by the internal laws of the State of Delaware, except where the application of Singapore law is mandated. The parties hereto agree to submit any disputes arising under this Voting Agreement in the Chancery Courts of the State of Delaware. The parties further agree that, subject to the next succeeding sentence, the Chancery Courts of the State of Delaware shall have exclusive jurisdiction and venue in any such matters and waive any claims or objections that they may have that such Chancery Courts do not have jurisdiction or that the venue is inconvenient. Notwithstanding the foregoing, Shareholder agrees that Citizens, at its sole election, also may submit any dispute arising under this

IN WITNESS WHEREOF, the parties have executed and delivered this Voting Agreement as of the date first written above.

CITIZENS COMMUNICATIONS COMPANY

By: _____
Name: (b)(6)
Title: Chief Financial Officer

SHAREHOLDER

PCG GREENSTREET VENTURE I, L.P.

By: _____
Name: _____
Title: _____

152293_3

[Signature page to Voting Agreement among Citizens Communications Company and the k1 Ventures Shareholder named above.]

IN WITNESS WHEREOF, the parties have executed and delivered this Voting Agreement as of the date first written above.

CITIZENS COMMUNICATIONS COMPANY

By: _____
Name:
Title:

SHAREHOLDER

PCG GREENSTREET VENTURE I, L.P.

(b)(6)

By: _____
Name: _____
Title: ~~Chief~~ Operating officer

152293_3

[Signature page to Voting Agreement among Citizens Communications Company and the k1 Ventures Shareholder named above.]

EXHIBIT A

Holdings of k1 Ventures Limited voting securities as of December 19, 2002.

Name of Shareholder: PCG Greenstreet Venture I, L.P.

Address: 2601 S. Bayshore Drive, Suite 1775, Coconut Grove, FL 33133

Telephone No: Non-Responsive

Facsimile No.: Non-Responsive

Description and number of k1 Ventures voting securities owned: 302,647,000
ordinary shares of S\$0.10 each.

6. **Specific Performance.** The Shareholder acknowledges that it will be impossible to measure in money the damage to Citizens if the Shareholder fails to comply with the obligations imposed by this Voting Agreement, and that, in the event of any such failure, Citizens will not have an adequate remedy at law or in damages. Accordingly, the Shareholder agrees that injunctive relief or any other equitable remedy, in addition to any remedies at law or damages, is the appropriate remedy for any such failure and will not oppose the granting of any such remedy on the basis that Citizens has an adequate remedy at law.

7. **Term of Agreement; Termination.**

(a) The term of this Voting Agreement shall commence on the date hereof and shall terminate upon the earlier of (i) the Closing Date (as defined in the Purchase Agreement), or (ii) the termination of the Purchase Agreement in accordance with its terms. Upon such termination, no party shall have any further obligations or liabilities hereunder; provided, however, that, such termination shall not relieve any party from liability for any uncured breach of this Voting Agreement occurring prior to such termination.

(b) Notwithstanding anything to the contrary in this Agreement, the obligations of the Shareholder set forth in this Voting Agreement shall not be effective or binding upon the Shareholder until after such time as the Purchase Agreement is executed and delivered by K-1 USA and Citizens.

8. **Miscellaneous.**

(a) **Entire Agreement.** This Voting Agreement constitutes the entire agreement among the parties with respect to the subject matter of this Voting Agreement and supersedes all prior written and oral and all contemporaneous oral agreements and understandings with respect to the subject matter of this Voting Agreement.

(b) **Notices.** Any notice, request, instruction or other document to be given hereunder by any party to the others shall be in writing and shall be deemed to have been duly given on the next business day after the same is sent, if delivered personally or sent by telecopy or overnight delivery, or five calendar days after the same is sent, if sent by registered or certified airmail, return receipt requested, postage prepaid, as set forth below, or to such other persons or addresses as may be designated in writing in accordance with the terms hereof by the party to receive such notice.

If to Citizens, to:

Citizens Communications Company
High Ridge Park
Stamford, CT 06905

Facsimile No. Non-Responsive

Attn: (b)(6)

with a required copy to:

Citizens Communications Company
High Ridge Park
Stamford, CT 06905

Facsimile No. Non-Responsive

Attn: (b)(6)

and

Fleischman and Walsh, L.L.P.
1400 Sixteenth Street, N.W.
Washington, D.C. 20036

Facsimile No. Non-Responsive

Attn: (b)(6)

If to a Shareholder, to:

Such Shareholder at the address or facsimile number
set forth for such Shareholder on Exhibit A attached hereto.

(c) Governing Law; Venue; Consent to Jurisdiction. This Voting Agreement is governed by the internal laws of the Republic of Singapore, except where the application of Delaware law is required with respect to consent to jurisdiction and procedural matters to the extent a dispute under this Agreement is submitted to the Chancery Courts of the State of Delaware, U.S.A. The parties agree that courts of Singapore and the Chancery Courts of the State of Delaware each shall have non-exclusive jurisdiction and venue for any disputes arising under this Voting Agreement, hereby consent and submit to the non-exclusive jurisdiction of courts of Singapore and the Chancery Courts of the State of Delaware, and waive any claims or objections that they may have that any of such courts do not have jurisdiction or that the venue is inconvenient.

(d) Rules of Construction. The descriptive headings in this Voting Agreement are inserted for convenience of reference only and are not intended to be part of or to affect the meaning or interpretation of this Voting Agreement. Words used in this Voting Agreement, regardless of the gender and number specifically used, shall be deemed and construed to include any other gender, masculine or feminine, or neuter, and any other number, singular or plural, as the context requires. As used in this Voting Agreement, the word "including" is not limiting, and the word "or" is not exclusive.

(e) Parties in Interest. This Voting Agreement shall be binding upon and inure solely to the benefit of the parties to this Voting Agreement and their legal successors-in-interest, and nothing in this Voting Agreement, express or implied, is intended to confer upon any other person any rights or remedies of any nature whatsoever under or by reason of this Voting Agreement. A person who is not a party to this Agreement has no right under the Contracts (Rights of Third Parties) Act 2001 to enforce any term of this Agreement but this does not affect any right or remedy of a third party which exists or is available apart from such Act.

IN WITNESS WHEREOF, the parties have executed and delivered this Voting Agreement as of the date first written above.

CITIZENS COMMUNICATIONS COMPANY

(b)(6)

By: _____
Name: _____
Title: Chief Financial Officer

SHAREHOLDER:

KEPHINANCE INVESTMENT PTE LTD

By: _____
Name: _____
Title: _____

[Signature page to Voting Agreement among Citizens Communications Company
and the k1 Ventures Shareholder named above.]

IN WITNESS WHEREOF, the parties have executed and delivered this Voting Agreement as of the date first written above.

CITIZENS COMMUNICATIONS COMPANY

By: _____
Name:
Title:

SHAREHOLDER:

KEPHINANCE INVESTMENT PTE LTD

(b)(6)

By: _____
Name: _____
Title: ~~DIRECTOR~~

EXHIBIT A

Holdings of k1 Ventures Limited voting securities as of December 19, 2002.

Name of Shareholder: Kephinance Investment Pte Ltd

Address: 23 Church Street, #15-01 Capital Square, Singapore 049481

Telephone No: Non-Responsive

Facsimile No.:

Description and number of k1 Ventures voting securities owned: 654,031,420 ordinary shares of S\$0.10 each.

LEE & LEE

Advocates & Solicitors
Notaries Public
Commissioners For Oaths
Trade Mark & Patent Agents

(b)(6)

Writer :
Writer's DID : Non-Responsive
Writer's Fax No. :
Writer's Email :
Location :
Your Reference :
Our Reference : AA/TL/2002005675

20 December 2002

Citizens Communications Company
High Ridge Park
Stamford, CT 06905
USA

Dear Sirs

LEGAL OPINION RELATING TO THE VOTING AGREEMENT BY A SHAREHOLDER OF K1 VENTURES LIMITED

1. We have been instructed by Kephinance Investment Pte Ltd (the "Company"), a company Incorporated under the laws of Singapore, to furnish you with this opinion in relation to the Voting Agreement dated 19 December 2002 (the "Voting Agreement") entered into by the Company. Under the Voting Agreement, the Company has agreed to vote in favour of the acquisition of substantially all the assets of The Gas Company Division of Citizens Communications Company pursuant to an Asset Purchase Agreement between Citizens Communications Company and K-1 USA Ventures, Inc., a wholly-owned subsidiary of K1 Ventures Limited ("K1"), the funding of such acquisition by K1 and the participation (directly or indirectly) in such acquisition by K1 (collectively, the "Acquisition"), at the shareholders' meeting of K1 to be held for the purpose of seeking shareholders' approval for the Acquisition.
2. This opinion is confined to Singapore law at the date of this opinion and is given on the basis that it will be governed by and construed in accordance with the laws of Singapore. We express no opinion with regard to any system of laws other

Main Office

5 Shenton Way
#19-00 UIC Building
Singapore 068808

Tel : Non-Responsive
Fax :

Centennial Office

3 Temasek Avenue
#07-03 Centennial Tower
Singapore 039150

Tel : Non-
Fax : Responsi
ve

Service of court documents
by facsimile is not accepted

Office Hours:
Monday to Friday
9.00 am to 6.00 pm

Website:
www.leelee.com.sg

General Email:
leelee@leelee.com.sg

EFS Mailbox :
tel7001

(b)(6)